

**AN ORDINANCE TO AUTHORIZE AN AGREEMENT WITH LERRO CORPORATION TO PROVIDE ON-SITE ENGINEERING SERVICES FOR WITN TV.**

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#4450

**Sponsors:**

**Council  
President  
Shabazz**

**Council  
Member  
Freel**

**WHEREAS**, pursuant to Section 2-308 and Section 8-200 of the City Charter, the City of Wilmington is authorized to enter into contracts for the supply of property or the rendering of services for more than a period of one year if approved by City Council by Ordinance; and

**WHEREAS**, the City desires to enter into a three-year agreement to obtain on-site engineering services for WITN TV on a monthly basis; and

**WHEREAS**, the City has negotiated an agreement for such services ("the Agreement") with Lerro Corporation at an annual price of \$15,000.00 as described therein; and

**WHEREAS**, actual expenditures will be subject to the limitations of the City's annual budgets; and

**WHEREAS**, the Agreement shall begin upon execution hereof and end approximately December 31, 2020, unless terminated sooner as provided therein; and

**WHEREAS**, it is the recommendation of City Council that the City enter into the Agreement as described above, a copy of which is attached hereto and incorporated by reference as Exhibit "A".

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF WILMINGTON  
HEREBY ORDAINS:**

**SECTION 1.** The Agreement between the City and Lerro Corporation to provide on-site engineering services for WITN TV, for three years at an annual price of \$15,000.00 as described therein, a copy of which is attached hereto and incorporated by reference herein as

Exhibit "A," is hereby approved, and the Mayor or his designee and the City Clerk are hereby authorized to execute as many copies of said Agreement, as well as all additional undertakings related thereto, as may be necessary.

**SECTION 2.** This Ordinance shall be effective upon its passage by City Council and approval of the Mayor.

First Reading.....November 16, 2017  
Second Reading.....November 16, 2017  
Third Reading.....

Passed by City Council,

\_\_\_\_\_  
President of City Council

ATTEST: \_\_\_\_\_  
City Clerk

Approved as to form this 16<sup>th</sup>  
day of November, 2017.

*Elizabeth D. Power*  
Senior Assistant City Solicitor

Approved this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Mayor

**SYNOPSIS:** This Ordinance authorizes the City to enter into a three-year agreement with Lerro Corporation to provide on-site engineering services for WITN TV at an annual price of \$15,000.00.

**FISCAL IMPACT:** This Ordinance authorizes the City to enter into a three-year agreement with Lerro Corporation to provide on-site engineering services for WITN TV at an annual price of \$15,000.00 for a total price of \$45,000.00. The agreement is with an existing vendor and the price has remained consistent.

## AGREEMENT

**THIS AGREEMENT** (“Agreement”) made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF WILMINGTON (hereinafter “City”), a municipal corporation of the State of Delaware, and Lerro Corporation.

**WHEREAS**, City of Wilmington wishes to improve WITN TV and desires that the Lerro Corporation provide on-site engineering services at the TV station on a monthly basis; and

**WHEREAS**, the Lerro Corporation has agreed to provide the necessary services desired by the City.

**NOW THEREFORE**, Witnesseth that, for and in consideration of the promises of the parties hereto and the mutual benefits to be derived by each therefrom, the parties do hereby agree as follows:

- (1) All studio and field video production equipment is covered.
- (2) The equipment is located at 800 French Street, Wilmington, DE.
- (3) The contract term is three (3) years from January 1, 2018 through December 31, 2020.
- (4) Lerro will provide at least one but not more than two monthly on-site maintenance checks of all video equipment.
- (5) WITN will keep a list of work that needs to be done. On the scheduled service day(s) as much of that work that can be completed will be done. Lerro will perform the most important jobs based on WITN’s needs first.
- (6) The remainder of the service day(s) will be used for preventive maintenance. If there is unfinished work that cannot wait until the next month’s service time, Lerro will either bill for the additional time or use the scheduled service time for the next month.

- (7) Routine Preventive Maintenance includes cleaning all video recorders, equipment setup, and adjustment or reconfiguration.
- (8) On-site repair, if possible, of any malfunction that occurs during normal use of the equipment will be covered.
- (9) The monthly service charge does not include parts costs and repairs to equipment that must be sent to Lerro's service facility for repairs.
- (10) The City agrees to provide funding for on-site engineering services for WITN through the City Council's 2018, 2019, and 2020 Operating budgets, in the amount of **ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$1,250.00)** per month, for a total amount of Fifteen Thousand Dollars (\$15,000.00) per year. The City is entitled to a maximum of two (2) visits per month.
- (11) The City of Wilmington General Terms and Conditions attached hereto marked as Exhibit A are incorporated into this Agreement.
- (12) In the event that any funds paid by the City under this Agreement are used for purposes other than those specifically stated herein, Lerro may be required to reimburse the City in the total amount of such funds, or any portion thereof.
- (13) Failure by the City to enforce any term of this Agreement shall not constitute a waiver of such term in the future or prevent the City from enforcing such term by strictly exercising all of its rights under this Agreement at any time.
- (14) Any notices under the terms of this Agreement, which must or may be given shall be given by hand delivery or by mailing such notices by certified or registered mail, addressed to the respective addresses of the parties as follows:

The City:

Hon. Hanifa Shabazz, President  
Wilmington City Council  
800 French Street, 9<sup>th</sup> Floor  
Wilmington, Delaware 19801-3537

The Lerro Corporation:

Marion Murphy, Secretary Treasurer  
905 Madison Avenue  
Norristown, Pennsylvania 19403

- (15) This Agreement may only be amended in writing and signed by both parties.
- (16) Lerro shall defend, indemnify, and hold harmless the City, its employees, agents, and officers, from and against any and all claims, damages, actions, and expenses, including reasonable attorney's fees, resulting from the acts or omissions of Lerro, its employees, agents, or contractors.
- (17) Lerro shall submit monthly bills and reports of its services to the City starting one month from the date hereof regarding the expenditure of City funds for the project.

**IN WITNESS HEREOF**, the parties hereto have caused the hands and seals of their authorized representatives to be hereunto affixed.

Dated the day and year first written above in the City of Wilmington, Delaware.

**CITY OF WILMINGTON**

ATTEST: \_\_\_\_\_ BY: \_\_\_\_\_  
Hon. Hanifa Shabazz, President  
Wilmington City Council

**THE LERRO CORPORATION**

ATTEST: \_\_\_\_\_ BY: \_\_\_\_\_  
Marion Murphy – Secretary Treasurer  
The Lerro Corporation

## **CITY OF WILMINGTON GENERAL TERMS AND CONDITIONS**

1. **Insurance Coverage.** Lerro Corporation, hereinafter referred to as “Consultant” shall provide insurance coverage for itself and all of its employees, if any, used in connection with the Agreement as follows: workers’ compensation as required by law; automobile liability insurance in the amount of One Million Dollars (\$1,000,000.00); and commercial general liability coverage for personal injury, including death, and property damage in the minimum amount of One Million Dollars (\$1,000,000.00). Such policies shall be issued by a financially sound carrier and/or carriers and shall be subject to the reasonable approval of the City of Wilmington (“City”). Consultant shall provide the City with a certificate of insurance evidencing the above-stated coverage and naming the City as an additional insured on said comprehensive general liability coverage.

2. **Use of Subcontractors.** Consultant shall not use any consultants, subconsultants, or subcontractors to perform the services required under this Agreement without the prior written approval of the City.

3. **Discrimination.** In the performance of this Agreement, the parties agree that they shall not discriminate or permit discrimination against any person because of age, sex, marital status, race, religion, color, or national origin.

4. **Indemnification.** Consultant shall indemnify, defend and hold harmless the City, its employees, agents, and officers, from and against any and all claims, damages, actions, liabilities and expenses, including reasonable attorney's fees, resulting from the negligent acts or omissions of Consultant, its employees, agents, subcontractors, consultants, or subconsultants in performing the services required under this Agreement.

5. **Records.** Consultant shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Agreement and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. Such records shall be made available for audit purposes to the City or its authorized representatives upon request for review and copying.

6. **Reports and Information.** Consultant, at such time and in such form as the City may require, shall furnish the City such periodic reports as the City may request pertaining to the work or services undertaken pursuant to this Agreement.

7. **Business License.** Consultant shall obtain and/or maintain an appropriate business license from the City of Wilmington Department of Finance.

8. **Taxes.** Consultant shall withhold, if applicable, City of Wilmington wage taxes from the compensation of its officers, agents and employees as required by the City of Wilmington wage tax law.

9. **Findings Confidential.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, illustrations, copy, maps, graphics, slides, and documents prepared, assembled, drafted or generated by Consultant under this Agreement are confidential, and Consultant agrees that such documents shall not be made available to anyone, without the prior written approval of the City.

10. **Ownership of Information.** All of the drawings, plans, designs, reports, analyses, specifications, information, examinations, proposals, brochures, illustrations, copy, maps, graphics, slides, and documents prepared, assembled, drafted, or generated by Consultant in connection with this Agreement shall become the exclusive property of the City. Consultant may keep copies of such documents for its records.

11. **Notices.** Any notice which is required or may be given in connection with this Agreement shall be addressed to the parties as follows:

The City:

Hanifa Shabazz  
City Council of the City of Wilmington  
Louis L. Redding City/Cty. Bldg.  
800 French Street, 9<sup>th</sup> Floor  
Wilmington, Delaware 19801

The Lerro Corporation:

Marion Murphy  
The Lerro Corporation  
905 Madison Avenue  
Norristown, Pennsylvania 19403

12. **Independent Contractor.** Consultant (and its employees and agents) is an independent contractor and not an employee or agent of the City.

13. **Oral Modifications.** This Agreement may not be changed orally, but only by an agreement in writing and signed by both parties.

14. **Conflict Between Provisions.** To the extent that there is any conflict between these General Terms and Conditions and other portions of the Agreement, the terms set forth in these General Terms and Conditions shall govern.

15. **Forum.** All claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be resolved exclusively by a court of competent jurisdiction located in New Castle County, Delaware.

16. **Time is of the Essence.** Time is of the essence of this Agreement.

*[the remainder of this space was intentionally left blank]*

